



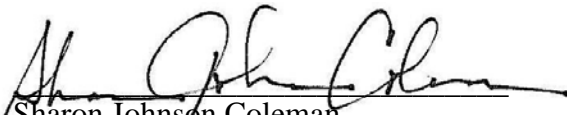
not raised prior to a motion for reconsideration is generally deemed to be waived. *Mungo v. Taylor*, 355 F.3d 969, 978 (7th Cir. 2004). However, a district court retains broad discretion to review and revise its interlocutory orders despite any such waiver. See *Solis v. Current Development Corp.*, 557 F.3d 772, 780 (7th Cir. 2009), *Santamaria v. Sears, Roebuck & Co.*, 466 F.3d 570, 571 (7th Cir. 2006). In the court's view, reconsideration is appropriate here.

If a foreign law or regulation does not express an intention that its provisions be enforceable in United States courts and there has been no domestic legislation enabling such enforcement, our courts presume that the foreign provision creates no right of action here. *McKesson Corp. v. Islamic Republic of Iran*, 539 F.3d 485, 488-90 (D.C. Cir. 2008). Other courts in this district have observed that the language of EC 261 refers only to enforcement of its provisions in European Union member states. *Volodarskiy v. Delta Air Lines, Inc.*, 2013 WL 5645776 at \*4-\*5 (N.D. Ill. Oct. 16, 2013), *Lozano v. United Continental Holdings, Inc.*, 2013 WL 5408652 at \*4 (N.D. Ill. Sept. 26, 2013). The court finds these observations of the regulation's language to be persuasive, and finds no basis for a determination that enforcement of EC 261 here was intended by its drafters or authorized by domestic law.

The court finds that EC 261 does not create a direct right of action in United States courts that is independent of any contractual obligation. Alitalia's motion for reconsideration is accordingly granted. Its motion to dismiss plaintiffs' complaint is granted in its entirety.

So ordered.

March 18, 2014

  
Sharon Johnson Coleman  
District Judge